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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
02/28/2024
Clerk of the Court
BY: JAMES FORONDA
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL**

CGC-24-612720

JESSE GOODMAN,

Case No.:

Plaintiff,

COMPLAINT FOR DAMAGES

vs.

- 1. BATTERY**
- 2. CONVERSION**
- 3. NEGLIGENCE (NEGLIGENT
HIRING, SUPERVISION, AND
RETENTION)**
- 4. NEGLIGENCE (GENERAL)**
- 5. REQUEST FOR PUNITIVE
DAMAGES**

CITY AND COUNTY OF SAN FRANCISCO,
a Municipal Corporation; SHAREEN
MCSPADDEN, in her individual capacity as
Director of the Department of Homelessness
and Supportive Housing; ST. VICENT DE
PAUL SOCIETY; SALVADOR BARR in his
individual capacity as Director of Homeless
Services for ST. VICENT DE PAUL
SOCIETY; DEFENSE LOGISTICS
SPECIALIST CORP.; and DOES 1-30,

JURY TRIAL DEMANDED

Defendants.

1 Plaintiff JESSE GOODMAN (hereinafter “Plaintiff”) sues Defendants CITY AND COUNTY
2 OF SAN FRANCISCO, a Municipal Corporation; SHAREEN MCSPADDEN, in her individual
3 capacity as Director of the Department of Homelessness and Supportive Housing; ST. VICENT DE
4 PAUL SOCIETY; SALVADOR BARR in his individual capacity as Director of Homeless Services
5 for ST. VICENT DE PAUL SOCIETY; DEFENSE LOGISTICS SPECIALIST CORP.; and DOES 1-
6 30., (collectively, “Defendants”) and demands a trial by jury of all issues, and for all causes of action
7 alleges:

8 **GENERAL ALLEGATIONS**

9 1. At all times relevant herein, Plaintiff JESSE GOODMAN was a competent adult residing
10 in the City and County of San Francisco, California.

11 2. Defendant CITY AND COUNTY OF SAN FRANCISCO is a municipal entity duly
12 organized and existing under the laws of the State of California. The CITY AND COUNTY OF SAN
13 FRANCISCO operates and manages the Department of Homelessness and Supportive Housing.

14 3. SHAREEN MCSPADDEN is the Director of San Francisco’s Department of
15 Homelessness and Supportive Housing.

16 4. Defendant ST. VICENT DE PAUL SOCIETY is a nonprofit corporation, formed and
17 operating in the State of California, which manages homeless shelters throughout the Bay Area,
18 including in the City of San Francisco.

19 5. SALVADOR BARR is the Director of Homeless Services at the ST. VICENT DE PAUL
20 SOCIETY.

21 6. The CITY AND COUNTY OF SAN FRANCISCO, by and through the Department of
22 Homelessness and Supportive Housing, has contracted with ST. VICENT DE PAUL SOCIETY so
23 that the latter may operate a homeless shelter known as MSC South, located at 525 5th Street in San
24 Francisco, California.

25 7. DEFENSE LOGISTICS SPECIALIST CORP is a California corporation that provides
26 uniformed security guards. DEFENSE LOGISTICS SPECIALIST CORP provides security guards to
27 work on the premises of ST. VICENT DE PAUL SOCIETY’s homeless shelter, MSC South, located
28 at 525 5th Street in San Francisco, California.

1 8. Upon information and belief, DEFENSE LOGISTICS SPECIALIST CORP contracted
2 with ST. VICENT DE PAUL SOCIETY to provide the aforementioned security guard services at
3 MSC South.

4 9. Upon information and belief, at all relevant times, DOE 1 and DOE 2 were security
5 guards employed by defendant DEFENSE LOGISTICS SPECIALIST CORP working at the MSC
6 South homeless shelter. Both men were working at MSC South on or about the night of March 13,
7 2023

8 10. Defendant DOE 3 is one of the shelter managers at MSC South. He was working on or
9 about the night of March 13, 2023.

10 11. Defendants CITY AND COUNTY OF SAN FRANCISCO, ST. VICENT DE PAUL
11 SOCIETY, and DEFENSE LOGISTICS SPECIALIST CORP are corporations, limited liability
12 companies, and/or other entities organized and existing under and by virtue of the laws of the State of
13 California, or the laws of some state or foreign jurisdiction, and that said defendants were and are
14 authorized to do and are doing business in the State of California, and that said defendants have
15 regularly conducted business in the State of California such that defendants have sufficient minimum
16 contacts in California or otherwise intentionally avails itself of the California market so as to render
17 the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair
18 play and substantial justice.

19 12. At all times mentioned in the causes of action to which this paragraph is incorporated by
20 reference, each and every Defendant was the agent or employee of each and every other Defendant.
21 In doing the things alleged in the causes of action into which this paragraph is incorporated by
22 reference, each and every Defendant was acting within the course and scope of this agency or
23 employment and was acting with the consent, permission, and authorization of each of the remaining
24 Defendants. All actions of each of the Defendants alleged in the causes of action into which this
25 paragraph is incorporated by reference were ratified and approved by the officers or managing agents
26 of every other Defendant.

27 13. The true names and capacities, whether individual, corporate, associate, or otherwise, of
28 defendants DOES 1 through 30, inclusive, are unknown to Plaintiff at this time and Plaintiff therefore

1 sues said defendants by such fictitious names. When the true names and capacities of said defendants
2 have been ascertained, Plaintiff will amend this complaint accordingly. Plaintiff is informed and
3 believes, and thereon alleges, that each defendant designated herein as a DOE is responsible,
4 negligently or in some other actionable manner, for the events and happenings hereinafter referred to,
5 and caused injuries and damages proximately thereby to Plaintiff, as hereinafter alleged.

6 14. This Court is the proper court because defendants do business in its jurisdictional area,
7 Plaintiff resides in its jurisdictional area, and the injuries to Plaintiff, which are the subject of this
8 lawsuit, occurred in its jurisdictional area.

9 15. Plaintiff filed a timely government claim form with the City Attorney's Office on
10 September 11, 2023. Plaintiff did not receive any response to his claim and therefore presumes it
11 denied.

12 16. Plaintiff JESSE GOODMAN is a victim of homelessness. He has been a resident at MSC
13 South since about August of 2022.

14 17. Plaintiff is gainfully employed at a full-time job.

15 18. On or about March 13, 2023, after falling asleep in a chair in the lobby at MSC South,
16 Plaintiff was awoken by the night manager, two shelter employees, and two uniformed security
17 guards. Feeling surrounded, he asked why he was being surrounded and the manager asked him to go
18 outside and cool down. It is standard procedure for shelter employees to ask residents to go outside if
19 they believe a resident is agitated.

20 19. DOE 1 and DOE 2, both uniformed security guards, followed Plaintiff outside. DOE 1
21 began verbally attacking Plaintiff, calling him any number of profane and abusive names. DOE 2 then
22 joined in. After an hour of being targeted by DOE 1 and DOE 2, and staying quiet so as to not lose his
23 bed for the night, Plaintiff returned inside the shelter.

24 20. Once inside DOE 1 and DOE 2 continued to verbally attack Plaintiff. Plaintiff went back
25 outside and was again followed by both men. This time, DOE 1 and DOE 2 threatened Plaintiff with
26 physical harm and repeatedly tried to lure him towards an area outside of the view of the sidewalk
27 camera. Plaintiff again remained quiet so that he would not be issued a Denial of Service (DOS) and
28 lose his bed.

1 21. At 2 a.m., Plaintiff again entered the shelter, tossing his cell phone charger into the small
2 container to go through the metal detector. The shelter manager, DOE 3, deemed this act aggressive
3 and issued Plaintiff a DOS and told him he would need to leave MSC. At a later hearing on this issue,
4 the DOE 3 withdrew his claim that Plaintiff's conduct was aggressive and/or threatening and admitted
5 the cell phone charger had been gently tossed. Plaintiff was returned to his bed at MSC South after
6 successfully appealing the DOS.

7 22. Continuing on or about the night of March 13, 2023, after being issued the DOS Plaintiff
8 went outside and waited for shelter employees to retrieve his belongings. About 45 minutes later,
9 DOE 1 and DOE 2 came outside with two bags of Plaintiff's belongings and a backpack full of library
10 books. DOE 1 and DOE remained angry and aggressive. They again tried to lure Plaintiff out of the
11 view of the sidewalk camera(s). Plaintiff would not step outside of camera range. DOE 1 then grabbed
12 one of Plaintiff's bags and pulled it out of the camera's view. As Plaintiff bent over to pick up his bag,
13 DOE 1 punched Plaintiff in the face and knocked him on his back. This initial punch was delivered
14 with force enough to immediately split the skin on Plaintiff's face. DOE 1 then kicked Plaintiff in the
15 forehead. Plaintiff defensively rolled over onto his stomach and then both DOE 1 and DOE 2
16 repeatedly kicked and punched Plaintiff on his head and torso. One of these DOE defendants stomped
17 on Plaintiff's ribs. DOE 1 picked up a metal pole used to create line dividers and hit Plaintiff with it at
18 least three (3) times before Plaintiff completely lost consciousness. Plaintiff lost consciousness
19 multiple times during the attack.

20 23. A witness to the attack called the San Francisco Police Department, although Plaintiff
21 does not recall his conversation(s) with police due to his head injury. Plaintiff was given a pamphlet
22 on victims' rights, services for victims of violent crimes, and a card for victims' advocacy services.

23 24. Plaintiff's wallet, which contained his EBT card, identification, and \$1500.00 cash was
24 stolen during the attack.

25 25. Plaintiff was severely injured during the beating. He suffered broken ribs, concussion,
26 scrapes and severe contusions all over his body, cuts to his face, bruises, and a possible broken cheek
27 bone and orbital socket. The extent of injuries to his head and brain are unknown at this time.

28 26. Plaintiff missed work due to his injuries.

27. Plaintiff was forced to sleep on the street for several nights due to his injuries and the conduct of DOE 1, DOE 2, and DOE 3 on the night of the incident, including but not limited to, the falsified DOS issued by DOE 3, and the theft of his wallet by DOE 1 and DOE 2.

28. Plaintiff continues to suffer from his physical injuries, as well as the severe emotional trauma as a direct result of the violent assault perpetrated against him.

29. DOE 1 and DOE 2 committed prior physical and verbal assaults against residents at MSC South, which were reported to other defendants.

30. On the night of Plaintiff's violent assault, immediately prior to its occurrence, DOE 3 told DOE 1 and DOE 2 that he would not see or report anything that they may do after following Plaintiff outside.

31. There have been multiple complaints made to the Department of Homelessness and Supportive Housing and ST. VICENT DE PAUL SOCIETY concerning aggressive and abusive behavior of DOE 3 towards the residents of MSC South.

First Cause of Action
Common Law Battery
(As against all Defendants)

32. Plaintiff incorporates by reference the above allegations, as if set forth in full.

33. Each and every Defendant was the agent or employee of each and every other Defendant. Each and every Defendant was acting within the course and scope of this agency or employment and was acting with the consent, permission, and authorization of each of the remaining Defendants. All actions of each of the Defendants alleged in this causes of action were ratified and approved by the principals, officers or managing agents of every other Defendant.

34. Defendants intentionally touched Plaintiff or caused Plaintiff to be touched.

35. Plaintiff was severely beaten by DOE 1 and DOE 2. Plaintiff did not consent to being touched or beaten. Nor did he provoke or invite this unlawful assault on him.

36. Plaintiff was harmed by Defendants' touching and a reasonable person in Plaintiff's situation would have been harmed or offended by the touching.

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(As against DOE 1 and DOE 2)

38. On or about March 13, 2023, Plaintiff was in possession of his wallet. He owned the wallet and its contents, which included his EBT card with available funds, identification, and \$100.00 in cash.

40. Plaintiff's wallet and its contents were never returned to him.

(As against Defendants CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation; SHAREEN MCSPADDEN, in her indivual capacity as Director of the Department of Homelessness and Supportive Housing; ST. VICENT DE PAUL SOCIETY; SALVADOR BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE PAUL SOCIETY; DEFENSE LOGISTICS SPECIALIST CORP)

42. Each and every Defendant was the agent or employee of each and every other Defendant. Each Defendant was acting within the course and scope of this agency or employment and acting with the consent, permission, and authorization of each of the remaining Defendants. All acts of each of the Defendants alleged in this causes of action were ratified and approved by the principals, officers or managing agents of every other Defendant.

44. ST. VICENT DE PAUL SOCIETY, and/or SALVADOR BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE PAUL SOCIETY hired DEFENSE TECHNOLOGICS SPECIALIST CORP to perform security services at MSC South.

1 45. Defendant DEFENSE LOGISTICS SPECIALIST CORP hired defendants DOE 1 and
2 DOE 2.

3 46. ST. VICENT DE PAUL SOCIETY hired DOE 3.

4 47. Defendants DOE 1, DOE 2, and DOE 3 were and are wholly unfit and/or otherwise
5 incompetent to perform the work for which they were hired. As opposed to maintaining safety and
6 order, they harassed, assaulted, stole from, and/or otherwise abused Plaintiff and other residents at
7 MSC South.

8 48. Defendants SHAREEN MCSPADDEN, in her indivial capacity as Director of the
9 Department of Homelessness and Supportive Housing, ST. VICENT DE PAUL SOCIETY, and
10 SALVADOR BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE
11 PAUL SOCIETY, and Defendant DEFENSE LOGISTICS SPECIALIST CORP have shown
12 themselves to be unfit and not competent to perform the work for which they were hired and/or
13 contracted to perform. Each has failed to supervise those they hired to maintain and manage the
14 shelter, and to keep the residents of MSC South safe from particular harms at the premises.

15 49. Defendants CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation and
16 SHAREEN MCSPADDEN, in her indivial capacity as Director of the Department of Homelessness
17 and Supportive Housing knew or should have known that Defendants ST. VICENT DE PAUL
18 SOCIETY and SALVADOR BARR in his individual capacity as Director of Homeless Services for
19 ST. VICENT DE PAUL SOCIETY were not competent or fit to manage the MSC South shelter given
20 both the number and nature of ongoing complaints these Defendants received about the conditions
21 therein, including but not limited to the abuses of shelter employees and security guards. The
22 unfitness and incompetence of Defendants SHAREEN MCSPADDEN, in her indivial capacity as
23 Director of the Department of Homelessness and Supportive Housing, ST. VICENT DE PAUL
24 SOCIETY and SALVADOR BARR in his individual capacity as Director of Homeless Services for
25 ST. VICENT DE PAUL SOCIETY, created a risk of particular harms to residents of the shelter,
26 including Plaintiff.

27 50. Defendants CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation and
28 SHAREEN MCSPADDEN, in her indivial capacity as Director of the Department of Homelessness

1 and Supportive Housing, ST. VICENT DE PAUL SOCIETY, and/or SALVADOR BARR in his
2 individual capacity as Director of Homeless Services for ST. VICENT DE PAUL SOCIETY knew or
3 should have known that DEFENSE LOGISTICS SPECIALIST CORP was unfit and not competent to
4 perform security services at MSC South, particularly after receiving complaints reporting their
5 employee's abuses. The unfitness and incompetence of DEFENSE LOGISTICS SPECIALIST CORP
6 created a risk of particular harms to the residents of the shelter, including Plaintiff.

7 51. Defendant DEFENSE LOGISTICS SPECIALIST CORP knew or should have known
8 that DOE 1 and DOE 2 were unfit for and incompetent at the job and work for which they were hired.
9 Their unfitness and incompetence created a risk of particular harms to residents of the shelter,
10 including Plaintiffs.

11 52. The incompetence and unfitness of all defendants caused Plaintiff physical, emotional,
12 and financial harm and injuries.

13 53. The failure of Defendants CITY AND COUNTY OF SAN FRANCISCO, a Municipal
14 Corporation and SHAREEN MCSPADDEN, in her individual capacity as Director of the Department of
15 Homelessness and Supportive Housing to properly supervise ST. VICENT DE PAUL SOCIETY, and
16 SALVADOR BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE
17 PAUL SOCIETY was a substantial factor in Plaintiff's injuries.

18 54. The negligence of Defendants CITY AND COUNTY OF SAN FRANCISCO, a
19 Municipal Corporation and SHAREEN MCSPADDEN, in her individual capacity as Director of the
20 Department of Homelessness and Supportive Housing in retaining ST. VICENT DE PAUL
21 SOCIETY, and SALVADOR BARR in his individual capacity as Director of Homeless Services for
22 ST. VICENT DE PAUL SOCIETY to manage MSC South after being notified of the conditions and
23 abuses therein was a substantial factor in Plaintiff's injuries.

24 55. The election of Defendants CITY AND COUNTY OF SAN FRANCISCO, a Municipal
25 Corporation and SHAREEN MCSPADDEN, in her individual capacity as Director of the Department of
26 Homelessness and Supportive Housing, ST. VICENT DE PAUL SOCIETY, and/or SALVADOR
27 BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE PAUL
28

1 SOCIETY to hire DEFENSE LOGISTICS SPECIALIST CORP to provide safety and security
2 services at MSC South was a substantial factor in causing Plaintiff's harm.

3 56. The failure of Defendants CITY AND COUNTY OF SAN FRANCISCO, a Municipal
4 Corporation and SHAREEN MCSPADDEN, in her individual capacity as Director of the Department of
5 Homelessness and Supportive Housing, ST. VICENT DE PAUL SOCIETY, and/or SALVADOR
6 BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE PAUL
7 SOCIETY to supervise DEFENSE LOGISTICS SPECIALIST CORP in any way was a substantial
8 factor in causing Plaintiff's harm.

9 57. The negligence of Defendants CITY AND COUNTY OF SAN FRANCISCO, a
10 Municipal Corporation and SHAREEN MCSPADDEN, in her individual capacity as Director of the
11 Department of Homelessness and Supportive Housing, ST. VICENT DE PAUL SOCIETY, and/or
12 SALVADOR BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE
13 PAUL SOCIETY in retaining DEFENSE LOGISTICS SPECIALIST CORP to continue providing
14 safety and security services at MSC South was a substantial factor in causing Plaintiff's harm.

15 58. The negligence of Defendant DEFENSE LOGISTICS SPECIALIST CORP in hiring
16 DOE 1 and DOE 2 was a substantial factor in causing Plaintiff's harm.

17 59. The failure of Defendant DEFENSE LOGISTICS SPECIALIST CORP to supervise DOE
18 1 and DOE 2 was a substantial factor in causing Plaintiff's harm.

19 60. The negligence of Defendant DEFENSE LOGISTICS SPECIALIST CORP in retaining
20 DOE 1 and DOE 2 after receiving notice of the risk of harm they presented to residents at the shelter,
21 including Plaintiff, was a substantial factor in causing Plaintiff's harm.

22 61. The negligence of Defendants CITY AND COUNTY OF SAN FRANCISCO, a
23 Municipal Corporation and SHAREEN MCSPADDEN, in her individual capacity as Director of the
24 Department of Homelessness and Supportive Housing, ST. VICENT DE PAUL SOCIETY, and/or
25 SALVADOR BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE
26 PAUL SOCIETY in hiring DOE 3 to manage the MSC South shelter was a substantial factor in
27 causing Plaintiff's injuries.
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62. The failure of Defendants CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation and SHAREEN MCSPADDEN, in her individual capacity as Director of the Department of Homelessness and Supportive Housing, ST. VICENT DE PAUL SOCIETY, and/or SALVADOR BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE PAUL SOCIETY to supervise DOE 3 in his duties at MSC South was a substantial factor in causing Plaintiff's injuries.

63. The negligence of Defendants CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation and SHAREEN MCSPADDEN, in her individual capacity as Director of the Department of Homelessness and Supportive Housing, ST. VICENT DE PAUL SOCIETY, and/or SALVADOR BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE PAUL SOCIETY in retaining DOE 3 as a manager of MSC South was a substantial factor in causing Plaintiff's injuries.

Fourth Cause of Action

Negligence – Negligent Hiring, Supervision, and Retention

(As against Defendants CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation; SHAREEN MCSPADDEN, in her individual capacity as Director of the Department of Homelessness and Supportive Housing; ST. VICENT DE PAUL SOCIETY; SALVADOR BARR in his individual capacity as Director of Homeless Services for ST. VICENT DE PAUL SOCIETY; DEFENSE LOGISTICS SPECIALIST CORP)

64. Plaintiff incorporates by reference the above allegations, as if set forth in full.

65. Each and every Defendant was the agent or employee of each and every other Defendant. Each and every Defendant was acting within the course and scope of this agency or employment and was acting with the consent, permission, and authorization of each of the remaining Defendants. All actions of each of the Defendants alleged in this causes of action were ratified and approved by the principals, officers or managing agents of every other Defendant.

66. All Defendants, and each of them, owed Plaintiff, and all residents of the MSC South homeless shelter, a duty of care to ensure they are safe from harassment, physical assaults, and theft at the shelter.

67. All Defendants, and each of them, owed Plaintiff, and all residents of the MSC South homeless shelter, a duty of care to ensure they are safe from physical assault and theft perpetrated by those hired to provide safety and security for those very residents.

1 68. All Defendants had a duty to conduct a reasonable investigation into those hired to run,
2 maintain, and secure the shelter, and into those put in a position of authority and maintenance of peace
3 at the shelter.

4 69. Defendants had a duty to properly supervise those contracted and/or hired to ensure they
5 performed their duties in a safe and reasonable manner, and not abuse the power and position/s of
6 trust in which they were placed.

7 70. Defendants had a duty to terminate the employment and/or contracts of those who did
8 abuse their position and/or fail to perform their duties in a safe and/or reasonable manner after being
9 informed that their employees did in fact fail to perform their duties in a reasonable and/or safe
10 manner.

11 71. All Defendants, and each of them, breached their duties to Plaintiff by failing to exercise
12 ordinary care and due diligence in the hiring, supervising, maintaining the employment of and/or
13 contract with ST. VICENT DE PAUL SOCIETY, DEFENSE LOGISTICS SPECIALIST CORP,
14 DOE 1, DOE 2 and/or DOE 3, after being put on notice that harassment, violence, theft and/or other
15 abuses of shelter residents were occurring at MSC South.

16 72. All Defendants breached their duties to Plaintiff by failing to conduct a reasonable
17 investigation into the backgrounds of DOE 1, DOE 2, and DOE 3 and others prior to their hire.

18 73. All Defendants breached their duties to Plaintiff in failing to provide any supervision of
19 the employees at MSC South, including but not limited to DOE 1, DOE 2 and DOE 3, allowing them
20 instead to repeatedly follow residents, including Plaintiff, and commit physical assaults on MSC
21 South residents on the premises.

22 74. All Defendants proximately caused Plaintiffs' injuries. Their acts and omissions
23 contributed in natural and/or continuous sequence to the Plaintiff's severe physical and emotional
24 injuries, and their actions, as alleged herein, were a substantial contributing factor to Plaintiff's
25 injuries. At all times mentioned herein, Defendants, through their negligence as alleged herein,
26 ignored their responsibilities to Plaintiff and other residents and unreasonably jeopardized the health
27 and well-being of Plaintiff and caused his injuries.
28

PUNITIVE DAMAGES ALLEGATIONS
(As Against All Defendants)

75. Plaintiff realleges and incorporates each preceding paragraph as though fully set forth herein.

76. Plaintiff is entitled to punitive damages because Defendants, and each of them, failed to warn Plaintiff and other actions as described herein were malicious, wanton, willful or oppressive or were done with reckless indifference to the Plaintiff and the public's safety and welfare. Defendants intentionally placed Plaintiff in the path of dangerous unsupervised employees, allowed him to be severely beaten and robbed, and then refused to protect him, instead throwing him out on the street. These employees were left unsupervised, after managers and employers were on notice they were threatening and harassing shelter residents, including Plaintiff.

77. Defendants' actions described above were performed willfully, intentionally and with a conscious disregard for the rights of Plaintiff and the public and, upon information and belief, were done to save defendants' money.

78. Accordingly, Plaintiff seeks and is entitled to punitive damages in an amount to be determined at trial.

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants, and as appropriate to each cause of action alleged and as appropriate to the particular standing of Plaintiff as follows:

1. Past and future general damages, the exact amount of which has yet to be ascertained, in an amount which will conform to proof at time of trial;
2. Past and future economic and special damages according to proof at the time of trial;
3. Loss of earnings and impaired earning capacity according to proof at the time of trial;
4. Medical expenses, past and future, according to proof at the time of trial;
5. For past and future mental and emotional distress, according to proof;
6. Punitive or exemplary damages according to proof at the time of trial;
7. Restitution, disgorgement of profits, and other equitable relief;
8. Injunctive relief;
9. Attorney's fees;

- 1 10. For costs of suit incurred herein;
2 11. For pre-judgment interest as provided by law; and
3 12. For such other and further relief as the Court may deem just and proper.
4

5 Dated: February 20, 2024

Respectfully Submitted,

PEARCE LEWIS LLP

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8 Timothy F. Pearce, Esq.
9 *Attorneys for Plaintiff*

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, by his undersigned counsel, hereby demand a jury trial on all counts in this Complaint.
12

13 Dated: February 20, 2024

Respectfully Submitted,

PEARCE LEWIS LLP

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16 Timothy F. Pearce, Esq.
17 *Attorneys for Plaintiff*
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